



City of Hampton

Development Services Center
22 Lincoln Street – 3rd Floor
Hampton, VA 23669

Bond #: _____

LANDSCAPE INSTALLATION (PERFORMANCE) BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ (name), located at _____ (address) ("**Principal**") and _____ (name), a (check one) _____ corporation, _____ limited liability company, _____ partnership, organized and existing under the laws of the State of _____, with an office or principal place of business located at _____, and authorized to transact business in the Commonwealth of Virginia ("**Surety**"), are held and firmly bound unto the CITY OF HAMPTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia and/or its authorized representative ("**Obligee**"), in the sum of _____ and ____/100 (written dollar value) (\$_____) (dollar value in figures) (the "**Obligation**"), lawful money of the United States, for the payment whereof to the Obligee, and the Principal and Surety bind themselves, their respective heirs, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, pursuant to Section 35.1-49(D) of the City Code and the attached Landscape Installation (Performance) Agreement dated _____, 20____ ("**LIPA**"), Developer wishes to post a landscape performance bond (as defined herein and in the LIPA) in favor of the City (the "**Bond**").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, Principal agrees to install certain landscaping as indicated in the LIPA and the approved Landscape Plan for Site Plan No. _____. Surety shall be bound firmly for the payment of all necessary costs and expenses that may be incurred or expended by Obligee in causing any and all such responsibilities to be completed; and Surety assents to any lawful extension of time to complete those responsibilities. If throughout the term of the LIPA, Principal satisfactorily installs the landscape improvements in accordance with the plans approved and on file with the Obligee, the Bond shall be released, and this Obligation shall be void. Otherwise, it shall remain in full force and effect as more specifically set forth below.

It is hereby further expressly understood and agreed that this Obligation is given and made as a guarantee against defective material or workmanship associated with the improvements to be installed under the LIPA, provided, however, that notice of claim for any defect shall not be filed with the Surety upon this Obligation after six (6) months of issuance of the certificate of occupancy. Notwithstanding the foregoing, at the direction of Obligee, the Bond may be converted from a performance bond to a maintenance bond.

WHENEVER Principal shall fail and be declared by Obligee to have failed to perform its responsibilities hereunder and after Obligee delivers written notice to Principal as set forth in the LIPA, and Principal fails to cure as stated in the notice, Obligee may arrange for performance of Principal's responsibilities and shall be entitled to draw upon the Bond; and Surety shall pay over the Bond to Obligee in the amount set forth in the notice. In no event shall the aggregate liability of Surety exceed the amount of the Obligation.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the LIPA or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its responsibilities; and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the LIPA or to the work to be performed herein.

THIS BOND WILL REMAIN IN FULL FORCE AND EFFECT until (i) all required plantings are installed as required by the LIPA and accepted by the Planning Director or his designee, (ii) a Landscape Maintenance Agreement is executed between the Principal/Developer and Obligee/City, and (iii) Principal/Developer posts an acceptable bond.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Principal and Surety have caused their respective names hereunto subscribed, this _____ day of _____, 20__.

PRINCIPAL:

Date: _____ By: _____

Name:
Title:
Address:

Phone:

ACKNOWLEDGMENT FOR PRINCIPAL:

COMMONWEALTH OF VIRGINIA

CITY OF _____, to wit:

I, _____, a Notary Public in and for the City and State aforesaid, do certify that _____, whose name is signed to the foregoing Landscape Installation (Performance) Bond as _____ of _____, personally appeared before me in the City and State aforesaid and acknowledged the same to be the act and deed. He/She is personally known to me or has produced _____ as identification.

Given under my and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Registration No.: _____

Name and Address of Registered Agent:

SURETY:

Surety Company

Signature of Attorney-In-Fact

Licensed Resident Agent

Printed Name:

Address:

Address:

Phone:

Phone:

Fax:

Bond #:

ACKNOWLEDGMENT FOR SURETY:

COMMONWEALTH OF VIRGINIA

CITY OF _____, to wit:

I, _____, a Notary Public in and for the City and State aforesaid, do certify that _____, whose name is signed to the foregoing Landscape Installation (Performance) Bond as _____ of _____, personally appeared before me in the City and State aforesaid and acknowledged the same to be the act and deed, that _____ is authorized by law to transact business in the Commonwealth of Virginia, has complied with all laws relative to the execution of said Landscape Installation (Performance) Bond, and that he/she is duly authorized to execute said Landscape Installation (Performance) Bond for and on behalf of the same company and to obligate the company with respect thereto. He/She is personally known to me or has produced _____ as identification.

Given under my and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Registration No.: _____

Name and Address of Registered Agent:

